

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21550 Oxnard St. Suite 780
Woodland Hills, CA 91367
Phone: 877-206-4741
Fax: 866-633-0228
tfriedman@toddfllaw.com
abacon@toddfllaw.com
Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

JEFFEREY HUNT,)	Case No. 2:20-cv-02021-KJM-KJN
)	
Plaintiff,)	STIPULATED PROTECTIVE
)	ORDER
vs.)	
)	
SYNCHRONY BANK; EQUIFAX)	
INFORMATION SERVICES LLC;)	
EXPERIAN INFORMATION)	
SOLUTIONS, INC.; TRANSUNION)	
LLC; and DOES 1-10, inclusive,)	
)	
Defendant(s).)	

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
12 Order does not entitle them to file confidential information under seal. Any
13 applicable Local Rules will be applied when a party seeks permission from the
14 court to file material under seal.
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17 2. DEFINITIONS

18 2.1 Challenging Party: a Party or Non-Party that challenges the
19 designation of information or items under this Order.
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21 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
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1 how it is generated, stored or maintained) or tangible things that qualify for
2 protection under Federal Rule of Civil Procedure 26(c).

3 2.3 Counsel (without qualifier): Outside Counsel of Record and House
4 Counsel (as well as their support staff).
5

6 2.4 Designating Party: a Party or Non-Party that designates information
7 or items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL” or “CONFIDENTIAL – Attorney’s Eyes Only.”

9 2.5 Disclosure or Discovery Material: all items or information, regardless
10 of the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced
12 or generated in disclosures or responses to discovery in this matter.
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14 2.6 Expert: a person with specialized knowledge or experience in a
15 matter pertinent to the litigation who has been retained by a Party or its counsel to
16 serve as an expert witness or as a consultant in this action.

17 2.7 House Counsel: attorneys who are employees of a party to this action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.
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21 2.8 Non-Party: any natural person, partnership, corporation, association,
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1 or other legal entity not named as a Party to this action.

2 2.9 Outside Counsel of Record: attorneys who are not employees of a
3 party to this action but are retained to represent or advise a party to this action and
4 have appeared in this action on behalf of that party or are affiliated with a law firm
5 which has appeared on behalf of that party.
6

7 2.10 Party: any party to this action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).
10

11 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
12 Discovery Material in this action.

13 2.12 Professional Vendors: persons or entities that provide litigation
14 support services (e.g., photocopying, videotaping, translating, preparing exhibits
15 or demonstrations, and organizing, storing, or retrieving data in any form or
16 medium) and their employees and subcontractors.

17 2.13 Protected Material: any Disclosure or Discovery Material that is
18 designated as “CONFIDENTIAL” or “CONFIDENTIAL – Attorney’s Eyes
19 Only.”
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1 2.14 Types of Information Eligible for Protection: As used in this Order,
2 “Protected Material” means information designated as “CONFIDENTIAL” or
3 “CONFIDENTIAL – Attorney’s Eyes Only” by the Producing Party that falls
4 within one or more of the following categories: (1) information prohibited from
5 disclosure by statute; (2) information and all documents, transcripts and all
6 information derived therefrom (including, but not limited to, all testimony given
7 in a deposition, declaration or otherwise, that refers, reflects or otherwise
8 discusses any information designated “Confidential” or “Confidential—
9 Attorneys’ Eyes Only” hereunder), that reveals trade secrets; (3) research,
10 development, technical, commercial, financial, credit reporting or insurance
11 information that the party has maintained as confidential; (4) personal identity
12 information; (5) income tax returns (including attached schedules and forms), W-
13 2 forms and 1099 forms; (6) personnel or employment records of a person who is
14 not a party to the case; or (7) other proprietary information belonging to the
15 defendants. Information or documents that are available to the public may not be
16 designated as Protected Material.
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20 2.15 Receiving Party: a Party that receives Disclosure or Discovery
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1 Material from a Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or
6 compilations of Protected Material; and (3) any testimony, conversations, or
7 presentations by Parties or their Counsel that might reveal Protected Material.
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9 However, the protections conferred by this Stipulation and Order do not cover the
10 following information: (a) any information that is in the public domain at the time
11 of disclosure to a Receiving Party or becomes part of the public domain after its
12 disclosure to a Receiving Party as a result of publication not involving a violation
13 of this Order, including becoming part of the public record through trial or
14 otherwise; and (b) any information known to the Receiving Party prior to the
15 disclosure or obtained by the Receiving Party after the disclosure from a source
16 who obtained the information lawfully and under no obligation of confidentiality
17 to the Designating Party. Any use of Protected Material at trial shall be governed
18 by a separate agreement or order.
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1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this action,
6 with or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
8 including the time limits for filing any motions or applications for extension of
9 time pursuant to applicable law.
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11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under
14 this Order must take care to limit any such designation to specific material that
15 qualifies under the appropriate standards. The Designating Party must designate
16 for protection only those parts of material, documents, items, or oral or written
17 communications that qualify – so that other portions of the material, documents,
18 items, or communications for which protection is not warranted are not swept
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1 unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routinized designations are prohibited.
3 Designations that are shown to be clearly unjustified or that have been made for an
4 improper purpose (e.g., to unnecessarily encumber or retard the case development
5 process or to impose unnecessary expenses and burdens on other parties) expose
6 the Designating Party to sanctions.
7

8 If it comes to a Designating Party's attention that information or items that
9 it designated for protection do not qualify for protection, that Designating Party
10 must promptly notify all other Parties that it is withdrawing the mistaken
11 designation.
12

13 5.2 Manner and Timing of Designations. Except as otherwise provided
14 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the material is disclosed or
17 produced.
18

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
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1 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
2 “CONFIDENTIAL – Attorney’s Eyes Only” to each page that contains protected
3 material. If only a portion or portions of the material on a page qualifies for
4 protection, the Producing Party also must clearly identify the protected portion(s)
5 (e.g., by making appropriate markings in the margins).
6

7 A Party or Non-Party that makes original documents or materials available
8 for inspection need not designate them for protection until after the inspecting
9 Party has indicated which material it would like copied and produced. During the
10 inspection and before the designation, all of the material made available for
11 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
12 identified the documents it wants copied and produced, the Producing Party must
13 determine which documents, or portions thereof, qualify for protection under this
14 Order. Then, before producing the specified documents, the Producing Party must
15 affix the “CONFIDENTIAL” or “CONFIDENTIAL — Attorneys’ Eyes Only”
16 legend to each page that contains Protected Material. If only a portion or portions
17 of the material on a page qualifies for protection, the Producing Party also must
18 clearly identify the protected portion(s) (e.g., by making appropriate markings in
19 the margins). The Parties may also designate portions of answers to interrogatories
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1 and responses to requests for admission that they deem “CONFIDENTIAL —
2 Attorneys’ Eyes Only” when the answers and responses are served.

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4 (b) for testimony given in deposition or in other pretrial or trial proceedings,
5 that the Designating Party identify on the record, before the close of the deposition,
6 hearing, or other proceeding, all protected testimony.

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8 (c) for information produced in some form other than documentary and for
9 any other tangible items, that the Producing Party affix in a prominent place on the
10 exterior of the container or containers in which the information or item is stored
11 the legend “CONFIDENTIAL” or “CONFIDENTIAL – Attorney’s Eyes Only.” If
12 only a portion or portions of the information or item warrant protection, the
13 Producing Party, to the extent practicable, shall identify the protected portion(s).

14
15 5.3 Designation of CONFIDENTIAL or CONFIDENTIAL – Attorneys’
16 Eyes Only in Deposition Transcripts. Any deposition or portion thereof during
17 which confidential information is being disclosed shall be taken in camera without
18 any persons in attendance other than the witnesses and those persons described in
19 Section 7.2 for “Confidential” information and Section 7.3 for “CONFIDENTIAL
20 – Attorneys’ Eyes Only” information. At the time of the deposition if possible, but
21 not later than 21 days after the deposition transcript becomes available, counsel
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1 shall designate those portions of the deposition testimony which they deem
2 “CONFIDENTIAL” or “CONFIDENTIAL – Attorneys’ Eyes Only.”

3 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party’s right to secure protection under this Order for such
6 material. Upon timely correction of a designation, the Receiving Party must make
7 reasonable efforts to assure that the material is treated in accordance with the
8 provisions of this Order.
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10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time. Unless a prompt challenge to a
13 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
14 substantial unfairness, unnecessary economic burdens, or a significant disruption
15 or delay of the litigation, a Party does not waive its right to challenge a
16 confidentiality designation by electing not to mount a challenge promptly after the
17 original designation is disclosed.
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19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process by providing written notice of each designation it is challenging
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and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their

1 dispute, whichever is earlier. Each such motion must be accompanied by a
2 competent declaration affirming that the movant has complied with the meet and
3 confer requirements imposed in the preceding paragraph. Failure by the
4 Designating Party to make such a motion including the required declaration within
5 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
6 designation for each challenged designation. In addition, the Challenging Party
7 may file a motion challenging a confidentiality designation at any time if there is
8 good cause for doing so, including a challenge to the designation of a deposition
9 transcript or any portions thereof. Any motion brought pursuant to this provision
10 must be accompanied by a competent declaration affirming that the movant has
11 complied with the meet and confer requirements imposed by the preceding
12 paragraph.
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15 The burden of persuasion in any such challenge proceeding shall be on the
16 Challenging Party. Frivolous challenges, and those made for an improper purpose
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
18 expose the Challenging Party to sanctions. Unless the Designating Party has
19 waived the confidentiality designation by failing to file a motion to retain
20 confidentiality as described above, all parties shall continue to afford the material
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1 in question the level of protection to which it is entitled under the Producing Party's
2 designation until the court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with
6 this case only for prosecuting, defending, or attempting to settle this litigation.
7 Such Protected Material may be disclosed only to the categories of persons and
8 under the conditions described in this Order. When the litigation has been
9 terminated, a Receiving Party must comply with the provisions of section 13 below
10 (FINAL DISPOSITION).
11

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.
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16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:
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21 (a) the Receiving Party's Outside Counsel of Record in this action, as well
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1 as employees of said Outside Counsel of Record to whom it is reasonably
2 necessary to disclose the information for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
4 A;

6 (b) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this litigation and
8 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

16 (e) court reporters and their staff, professional jury or trial consultants, mock
17 jurors, and Professional Vendors to whom disclosure is reasonably necessary for
18 this litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A);

21 (f) during their depositions, witnesses in the action to whom disclosure is
22 reasonably necessary and who have signed the “Acknowledgment and Agreement

1 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
2 ordered by the court. Pages of transcribed deposition testimony or exhibits to
3 depositions that reveal Protected Material must be separately bound by the court
4 reporter and may not be disclosed to anyone except as permitted under this
5 Stipulated Protective Order.
6

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information.

9 7.3 Disclosure of “CONFIDENTIAL – Attorney’s Eyes Only”
10 Information or Items.

11 (a) Except with the prior written consent of the individual or entity
12 designating a document or portions of a document as “CONFIDENTIAL -
13 Attorneys Eyes Only,” or pursuant to prior Order after notice, any document,
14 transcript or pleading given “CONFIDENTIAL - Attorneys Eyes Only” treatment
15 under this Order, and any information contained in, or derived from any such
16 materials (including but not limited to, all deposition testimony that refers to,
17 reflects or otherwise discusses any information designated “CONFIDENTIAL -
18 Attorneys Eyes Only” hereunder) may not be disclosed other than in accordance
19 with this Order and may not be disclosed to any person other than: (1) the Court
20 and its officers; (2) the Plaintiff; (3) specifically retained counsel for the parties,
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1 whether retained outside counsel or in-house counsel and employees of counsel
2 assigned to assist such counsel in the preparation of this litigation; (4) fact
3 witnesses subject to a proffer to the Court or a stipulation of the parties that such
4 witnesses need to know such information; (5) present or former employees of the
5 Producing Party in connection with their depositions in this action (provided that
6 no former employees shall be shown documents prepared after the date of his or
7 her departure); and (6) experts specifically retained as consultants or expert
8 witnesses in connection with this litigation.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this action as
14 “CONFIDENTIAL,” or “CONFIDENTIAL – Attorney’s Eyes Only” that Party
15 must:
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17 (a) promptly notify in writing the Designating Party. Such notification shall
18 include a copy of the subpoena or court order;
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20 (b) promptly notify in writing the party who caused the subpoena or order
21 to issue in the other litigation that some or all of the material covered by the
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1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and
3

4 (c) cooperate with respect to all reasonable procedures sought to be pursued
5 by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served
7 with the subpoena or court order shall not produce any information designated in
8 this action as “CONFIDENTIAL” or “CONFIDENTIAL – Attorney’s Eyes Only”
9 before a determination by the court from which the subpoena or order issued,
10 unless the Party has obtained the Designating Party’s permission. The Designating
11 Party shall bear the burden and expense of seeking protection in that court of its
12 confidential material – and nothing in these provisions should be construed as
13 authorizing or encouraging a Receiving Party in this action to disobey a lawful
14 directive from another court.
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17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Non-Party in this action and designated as “CONFIDENTIAL” or
21 “CONFIDENTIAL – Attorney’s Eyes Only.” Such information produced by Non-
22 Parties in connection with this litigation is protected by the remedies and relief

1 provided by this Order. Nothing in these provisions should be construed as
2 prohibiting a Non-Party from seeking additional protections.

3
4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;
11

12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this litigation, the relevant discovery request(s), and a
14 reasonably specific description of the information requested; and
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16 (3) make the information requested available for inspection by the
17 Non-Party.

18 (c) If the Non-Party fails to object or seek a protective order from this court
19 within 14 days of receiving the notice and accompanying information, the
20 Receiving Party may produce the Non-Party's confidential information responsive
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1 to the discovery request. If the Non-Party timely seeks a protective order, the
2 Receiving Party shall not produce any information in its possession or control that
3 is subject to the confidentiality agreement with the Non-Party before a
4 determination by the court. Absent a court order to the contrary, the Non-Party
5 shall bear the burden and expense of seeking protection in this court of its Protected
6 Material.
7

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has
10 disclosed Protected Material to any person or in any circumstance not authorized
11 under this Stipulated Protective Order, the Receiving Party must immediately (a)
12 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
13 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
14 the person or persons to whom unauthorized disclosures were made of all the terms
15 of this Order, and (d) request such person or persons to execute the
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
17 A.
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20 A party or non-party who discovers that it has inadvertently disclosed or
21 produced documents designated “CONFIDENTIAL” or “Confidential –
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1 Attorneys' Eyes Only" must promptly notify the receiving party and describe the
2 basis of the claim of privilege or protection. If the party or non-party provides such
3 notice and description, the privilege or protection is not waived. In the event that
4 any Document, Testimony, or Information that is subject to a "CONFIDENTIAL"
5 or "CONFIDENTIAL - Attorneys' Eyes Only" designation is inadvertently
6 produced without such designation, the Party that inadvertently produced the
7 document shall give written notice of such inadvertent production promptly of
8 discovery of the inadvertent production, together with a further copy of the subject
9 Document, Testimony, or Information designated as "Confidential" or
10 "CONFIDENTIAL - Attorneys' Eyes Only" (the "Inadvertent Production Notice").
11 Upon receipt of such Inadvertent Production Notice, the Party that received the
12 inadvertently produced Document, Testimony, or Information shall promptly
13 destroy the inadvertently produced Document, Testimony, or Information and all
14 copies thereof, or, at the expense of the producing Party, return such together with
15 all copies of such Document, Testimony or Information to counsel for the
16 producing Party and shall retain only the "CONFIDENTIAL" or "Attorneys' Eyes
17 Only" materials. Should the receiving Party choose to destroy such inadvertently
18 produced Document, Testimony, or Information, the receiving Party shall notify
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1 the producing Party in writing of such destruction within two business days of the
2 destruction. This provision is not intended to apply to any inadvertent production
3 of any Document, Testimony, or Information protected by attorney-client or work
4 product privileges.

5
6 The inadvertent, unintentional, or in camera disclosure of confidential
7 documents and information shall not be deemed a waiver of the producing party's
8 claims of confidentiality. If a party inadvertently or unintentionally produces any
9 confidential document or information without marking or designating it as such,
10 the party may, promptly upon discovery, furnish a substitute copy properly marked
11 along with written notice to all parties (or written notice alone as to non-
12 documentary information) that such information is deemed confidential and should
13 be treated as such in accordance with the provisions of this Order. Each person
14 receiving such a notice must treat the inadvertently produced, confidential
15 information as confidential. If the inadvertently produced, confidential information
16 has been disclosed prior to the receipt of such notice, the party that made the
17 disclosure shall promptly notify the party providing notice of inadvertent disclosure
18 in writing.
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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review. Pursuant to Federal Rule of Evidence
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
10 of a communication or information covered by the attorney-client privilege or work
11 product protection, the parties may incorporate their agreement in the stipulated
12 protective order submitted to the court.
13

14 12. MISCELLANEOUS
15

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of
17 any person to seek its modification by the court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on
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1 any ground to use in evidence of any of the material covered by this Protective
2 Order.

3 12.3 Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected
6 Material. A Party that seeks to file under seal any Protected Material must comply
7 with all applicable Local Rules. Protected Material may only be filed under seal
8 pursuant to a court order authorizing the sealing of the specific Protected Material
9 at issue. If a Receiving Party's request to file Protected Material under seal is denied
10 by the court, then the Receiving Party may file the information in the public record
11 unless otherwise instructed by the court.
12

13. FINAL DISPOSITION

14 Within 60 days after the final disposition of this action, as defined in
15 paragraph 4, each Receiving Party must return all Protected Material to the
16 Producing Party or destroy such material. As used in this subdivision, "all
17 Protected Material" includes all copies, abstracts, compilations, summaries, and
18 any other format reproducing or capturing any of the Protected Material. Whether
19 the Protected Material is returned or destroyed, the Receiving Party must submit a
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1 written certification to the Producing Party (and, if not the same person or entity,
2 to the Designating Party) by the 60 day deadline that (1) identifies (by category,
3 where appropriate) all the Protected Material that was returned or destroyed and
4 (2) affirms that the Receiving Party has not retained any copies, abstracts,
5 compilations, summaries or any other format reproducing or capturing any of the
6 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
7 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
8 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
9 reports, attorney work product, and consultant and expert work product, even if
10 such materials contain Protected Material. Any such archival copies that contain
11 or constitute Protected Material remain subject to this Protective Order as set forth
12 in Section 4 (DURATION).
13
14

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16
17 Dated: April 29, 2021

Law Offices of Todd M. Friedman, P.C.

18 By: /s/ Todd M. Friedman
19 Todd M. Friedman, Esq.
20 Attorney for Plaintiff
21
22

1 Dated: April 29, 2021

2
3 By: /s/ Steven Warner (as authorized on
4 April 27, 2021)
5 Steven Warner
Attorney for Defendant Synchrony
Bank

6 Dated: April 29, 2021

7 By: /s/ Eric E. Suits (as authorized on
8 April 22, 2021)
9 Eric E. Suits
Attorney for Defendant Equifax
Information Services LLC

10 Dated: April 29, 2021

11 By: /s/ Pamela C. Acebo (as authorized
12 on April 16, 2021)
13 Pamela C. Acebo
14 Attorney for Defendant Experian
Information Solutions, Inc.

15 Dated: April 29, 2021

16 By: /s/ Nicholas C. Naum (as authorized
17 on April 16, 2021)
18 Nicholas C. Naum
Attorney for Defendant TransUnion
LLC


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ORDER

The court has reviewed the parties' stipulated protective order, and finds it comports with the relevant authorities and the court's applicable local rule. See L.R. 141.1(c);¹ see also Phillips ex rel. Estates of Byrd v. Gen. Motors Corp., 307 F.3d 1206, 1210 (9th Cir. 2002) (requiring a showing of good cause for protective orders). This version of the protective order lists categories of information sought to be protected, including trade secret and proprietary information and documents with personal identity information. Therefore, the court APPROVES the protective order subject to the following clarification.

This court's Local Rules indicate that once this action is closed, "unless otherwise ordered, the court will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f). Courts in the district generally do not agree to retain jurisdiction for disputes concerning protective orders after closure of the case. See, e.g., MD Helicopters, Inc. v. Aerometals, Inc., 2017 WL 495778 (E.D. Cal., Feb. 03, 2017). Based on this rationale, the court will not retain jurisdiction in this case once the case is closed.

Dated: April 29, 2021


KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

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¹ The Court's Local Rules instruct the parties, when requesting a protective order, to include in their submission:

- (1) A description of the types of information eligible for protection under the order, with the description provided in general terms sufficient to reveal the nature of the information (e.g., customer list, formula for soda, diary of a troubled child);
- (2) A showing of particularized need for protection as to each category of information proposed to be covered by the order; and
- (3) A showing as to why the need for protection should be addressed by a court order, as opposed to a private agreement between or among the parties.

Local Rule 141.1(c).

STIPULATED PROTECTIVE ORDER

1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Eastern District of California
8 on [date] in the case of _____ **[insert formal name of the case and the**
9 **number and initials assigned to it by the court]**. I agree to comply with and to
10 be bound by all the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and
12 punishment in the nature of contempt. I solemnly promise that I will not disclose
13 in any manner any information or item that is subject to this Stipulated Protective
14 Order to any person or entity except in strict compliance with the provisions of
15 this Order.
16
17

18 I further agree to submit to the jurisdiction of the United States District
19 Court for the Eastern District of California for the purpose of enforcing the terms
20 of this Stipulated Protective Order, even if such enforcement proceedings occur
21 after termination of this action.
22

1 I hereby appoint _____ [print or type full name]
2 of _____ [print or type full address and
3 telephone number] as my California agent for service of process in connection
4 with this action or any proceedings related to enforcement of this Stipulated
5 Protective Order.
6

7
8 Date: _____
9

10 City and State where sworn and signed: _____
11

12
13 Printed name: _____
14

15 Signature: _____
16
17
18
19
20
21
22